

City Council

Special Meeting Agenda

Friday, March 29, 2013
12:00 p.m., Council Chambers



1. Call to Order
2. Roll Call
3. City Council will be asked to consider Resolution 2013-22: A Resolution authorizing the City Manager to apply for a Michigan Natural Resources Trust Fund Grant for North Beach Improvements.
4. City Council will be asked to consider a site use agreement for offloading, temporary placement, and transfer of dredge spoils with Gro America.
5. Interested Citizens in the Audience Will be Heard on Items Not on the Agenda
(You will be given up to 5 minutes to address your concerns.)
6. City Manager's Comments
7. Mayor and Councilperson's Comments
8. Adjourn

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "B. Dissette", is written over a light blue horizontal line.

Brian Dissette
City Manager

South Haven City Hall is Barrier-free and the City of South Haven will provide the necessary reasonable auxiliary aids and services for persons with disabilities, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting to individuals with disabilities at the meeting upon seven (7) days notice to the South Haven City Clerk. Individuals with disabilities requiring services should contact the City Clerk by writing or calling South Haven City Hall at (269) 637-0750.



Agenda Item 3

North Beach Park Grant Application

Background Information:

The City Council will be asked to consider an application to the Michigan Department of Natural Resources, Michigan Natural Resources Trust Fund (MNRTF), for the construction of improvements at the city's North Beach Park.

The City Council recently adopted the "Fiscal Year 2013-14 Priorities." As part of the approved priorities, the City Council seeks to plan and develop improvements to the public infrastructure at the North Beach Park. Application to the MNRTF for the North Beach Park project supports the Council's priority.

The intent of the North Beach Park improvements is provide improvements to the city's sidewalks, streets, and beach areas for residents and visitors to the North Beach Park. Over the past months, the city's staff has worked with Monroe Park residents (Monroe Park is the neighborhood adjacent to the North Beach Park) to seek their input on the proposed park improvements. At the December 11, 2012 meeting of the Parks Commission, the commission approved the proposed North Beach Park plan.

The city's staff has started the process of seeking the MNRTF grant, and one of the required steps is for the City Council to pass a resolution supporting the grant application submission. The funding request will be \$300,000 and the city will provide a 56% match of \$379,862 for a total project cost of \$679,862. The source of the local matching funds will be from the city's general fund. Due to funding pressures impacting the MNRTF, staff anticipates that recreation grant funds may be more competitive than previous years. As a result, the city's grant application seeks to build the North Beach Park improvements in two phases, as part of an effort to seek a lower grant request from the MNRTF. The proposed grant application seeks to funds to make improvements to the sidewalks, roadway, street lighting, playground equipment, and ADA accessible beach mat. The installation of seat walls, dumpster enclosures, public showers/foot-wash, and the reconstruction of the concession stand would be delayed until phase two.

Recommendation:

The City Council should consider approval of Resolution 2013-22, a resolution authorizing the city manager to apply for a Michigan Natural Resources Trust Fund application for the proposed improvements to the city's North Beach Park.

Support Material:

Resolution 2013-22
North Beach Park Plan
Parks Commission Plan Adoption

CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2013-22

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR A
MICHIGAN NATURAL RESOURCES TRUST FUND GRANT FOR
NORTH BEACH IMPROVEMENTS

Minutes of a special meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on March 29, 2013 at 12:00 p.m. local time.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Member _____ and supported by Member _____.

WHEREAS, funds have become available to the Michigan Natural Resources Trust Fund to provide grants to local units of government for recreational improvements; and

WHEREAS, the City of South Haven has identified needs and wants recreation facilities that relate to the overall delivery of the park and recreation services for the community including the improvement of all park land to accommodate a variety of uses that serve all age groups and levels of ability is extremely critical; and

WHEREAS the City of South Haven staff and the Parks Commission have identified North Beach as needing capital improvements as expressed in the 2013-2017 Recreation Plan; and

WHEREAS, the City of South Haven wishes to develop North Beach, improve safety, ensure universal accessibility, enhance amenities, improve appearances, and create recreational opportunities for all residents and visitors.

NOW THEREFORE BE IT RESOLVED, that the City of South Haven does hereby authorize the City Manager act as the authorized signatory and to make application not to exceed \$300,000 for a Michigan Natural Resource Trust Fund grant to the Michigan Department of Natural Resources for recreation facility improvement and development; and

BE IT FURTHER RESOLVED, that funds from City of South Haven General Fund shall be used for a 56% local match for grant funds from the Michigan Department of Natural Resources.

BE IT FURTHER RESOLVED, that this resolution shall take effect upon passage by the City Council.

RECORD OF VOTE:

Yeas: _____

Nays: _____

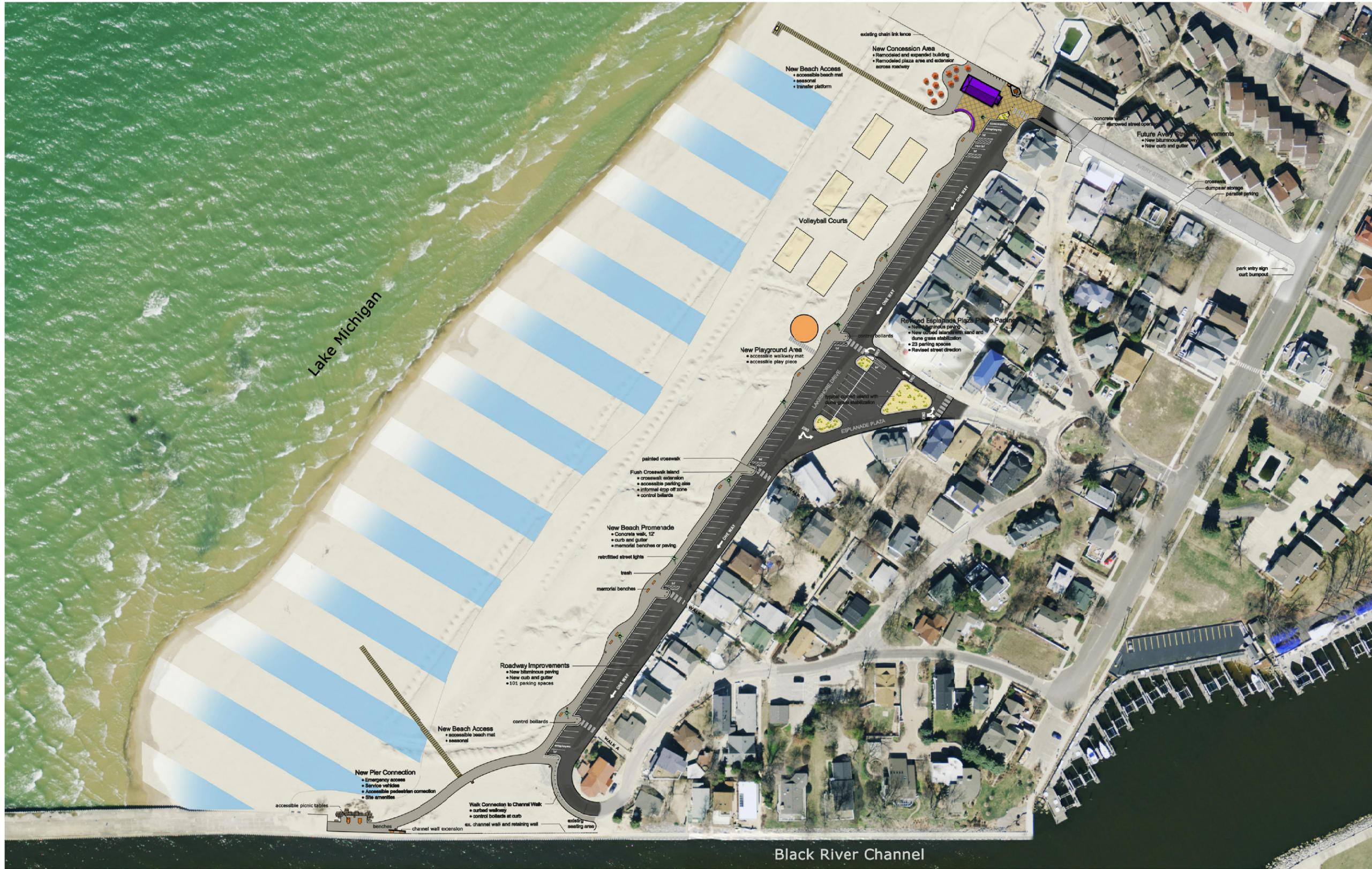
RESOLUTION DECLARED ADOPTED.

Robert G. Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on the 29th day of March, 2013, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq.*).

Amanda Morgan, City Clerk



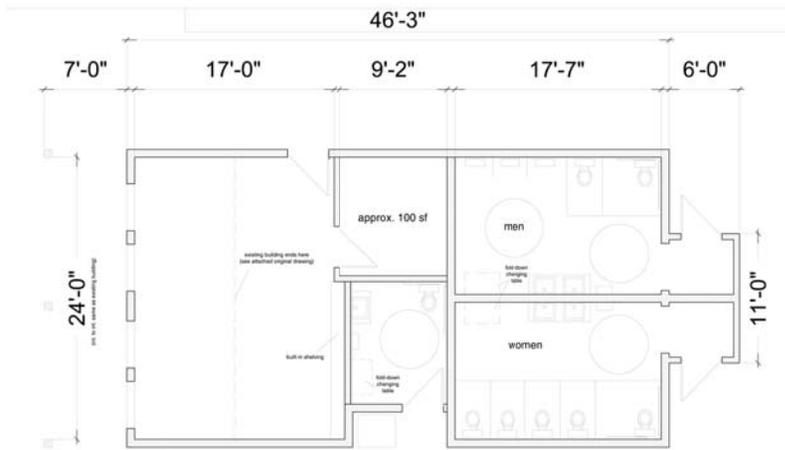
Black River Channel



North Beach Park
Master Plan
 City of South Haven 2012

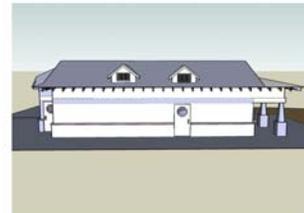
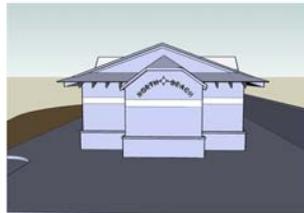


Comelisse
 Design Associates, Inc.
 LANDSCAPE ARCHITECTURE



CONCESSION/ RESTROOM RENOVATION FLOOR PLAN

CONCESSION/ RESTROOM RENOVATION PERSPECTIVES



Parks Commission

Regular Meeting Minutes

Tuesday, December 11, 2012
6:00 p.m., Council Chambers



City of South Haven

1. Call to Order by Lewis at 6:00 p.m.

2. Roll Call

Present: Cobbs, Comeau, Fenske, Toneman, Lewis

Absent: Fitzgibbon

3. Approval of Agenda

Motion by Toneman, second by Fenske to approve the December 11, 2012 regular meeting agenda as presented.

All in favor. Motion carried.

4. Review of Minutes - October 30, 2012 Workshop

5. Approval of Minutes – October 9, 2012

Motion by Fenske, second by Toneman to approve the October 9, 2012 regular meeting minutes as written.

All in favor. Motion carried.

6. Public Comments and Inquiries Concerning Items not on the Agenda

None at this time.

NEW BUSINESS

7. North Beach Plan

Lewis introduced the North Beach Plan by reading the staff report into the record.

Linda Hogan, 44 Grand Boulevard. She and her husband are permanent residents of North Beach. Hogan stated that she is delighted with the prospect of the North Beach improvements and thinks the proposed plan sounds wonderful. Hogan noted that she really

likes the idea of the boardwalk, stating that they are very important as it very difficult for older people and those with handicaps to get from the sidewalk to the waters edge. Hogan feels there is a need for another boardwalk on the other side of the beach or at the middle of the beach. Says she has heard a lot of positive feedback.

Pat Cornalisse, Cornalisse Design Associates: Landscape Architecture. Noted that there are two of the movable walkways on the plan; regarding location she pointed out that the movable walkways could be moved from year to year if there is a need. Cornalisse noted that the walkway by the playground equipment could be extended; the playground area is required to be accessible (barrier-free) and would be more cost effective. Cornalisse said once a grant is acquired additional planning will be done in a more nitty-gritty way.

Toneman asked whether the outdoor seating in front of the concession building could be extended further toward the lake in the future. Fenske asked whether tables are in the sand. There was discussion regarding the tables being picnic tables, not bistro tables, so work fine on sand. There was discussion regarding the size of the concrete pad.

Lewis noted that in conversation with the City Manager Lewis was told that if the North Beach Plan was passed tonight it would help the City in planning for the grant application and for the project. It was noted that the plan was presented to the residents but some residents feel only a handful actually had the opportunity to attend those meetings.

After a question regarding foot showers Cornalisse noted that there are three foot showers planned for the North Beach Project. Fenske noted that a full-body shower would be helpful; especially for people trying to clean their little children up.

Dan Olsen, Concessionaire. Olsen stated that the foot showers really help keep the sand out of the restroom drains and a full shower would be good. Noted there are movable ones with several heads that are available.

Motion by Fenske for City Council to review and approve the North Beach Plan, with the addition of a full-body shower, extended outdoor seating and look into locating a boardwalk closer to the middle of the beach. Second by Toneman.

All in favor. Motion carried.

There was discussion regarding residents with annual beach stickers parking their cars on the beach so their guests can park near the residents' cottages, which causes day trippers to have a hard time finding parking spaces. It was pointed out that some of the cottages in the Monroe Park area do not seem to have any provision for parking at all.

PUBLIC HEARING

8. 5 – Year MDNR Recreation Plan

No one from the public was present for the 5-Year MDNR Recreation Plan public hearing.

UNFINISHED BUSINESS

9. 5 -- Year MDNR Recreation Plan

After questions and discussion, Gildea went over sections 6 & 7. Gildea also explained what the State is looking for in the grant. One example goal is to “encourage health and fitness”. This could include trail connections, equipment that encourages activity, etc.

Gildea pointed out that Parks and Recreation were on this year’s Council priority list; Gildea noted that she feels that Parks will continue to be on Council’s radar.

Fenske asked whether the Liberty Hyde Bailey Museum will be included in the 5-Year Recreation Plan. There was discussion regarding the inclusion of Liberty Hyde Bailey; Gildea said the new curator has been in touch and all of their information has been added to the plan. Gildea also noted that Pilgrim Haven and SHARP will both fall under SHARA (South Haven Area Regional Authority). Gildea noted that the school and the township are reviewing and approving their sections of the plan; the City’s recreation plan expires in March so we would like to get it into the DNR’s hands by February.

Gildea noted that the City has been very fortunate with grants; Monroe Boulevard properties acquired, and a grant to extend the bike path into the city are just two of the grants awarded to the City. Fenske suggested sidewalks along the four (4) Monroe Boulevard properties to make it safer for people unloading and loading children and strollers or persons with handicaps. Toneman wondered about funding for sidewalks and Gildea explained that it would probably come from a combination of funds.

Motion by Toneman, second by Cobbs to approve the 5 – Year MDNR (Michigan Department of Natural Resources) Recreation Plan, changing the priority level of the Optimist Tot Lot fence to medium instead of high.

All in favor. Carried.

Motion by Toneman, second by Cobbs to recommend that City Council approve and adopt the proposed 5 - Year Recreation Plan.

All in favor. Motion carried.

3. Adjourn

Motion by Fenske, second by Toneman to adjourn at 6:45 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

March 27, 2013

TO: Brian Dissette

FR: Paul VandenBosch

RE: Site Use Agreement, Gro America

At its last meeting, City Council approved a contract with Gro America to dredge the North Side and South Side Municipal Marinas. Gro America will hydraulically dredge the marinas and place the spoil in the former Electric Barn site on Dunkley Avenue.

Due to low Lake Michigan water levels, many private marinas and boat slips are in need of dredging to be usable this year. Gro America approached the City requesting if it could use part of the Electric Barn site to temporarily place dredge spoil from private docks, to be removed after dewatering (draining).

The City Attorney reviewed the request, and prepared an agreement that would allow temporary use of the Dunkley Avenue site, and would ensure that the spoil is not mixed with underlying soil, and is completely removed from the site. The property owners of the private docks to be dredged will be required to have DEQ and Army Corps dredging permits. The spoil would be placed in fabric bags to drain and dry out, and after a period of time (several weeks) the material would be removed to other locations, as required by dredging permits.

The City would be authorizing Gro America to use the site. The City would not be involved with individual private dredging projects, it is only providing a site for the dredging contractor, which allows the contractor to offer dredging services directly to the marina and dock owners.

The City will receive a fee of \$25 per day that the site is used by the contractor for placement and dewatering of dredge spoil. The contractor is required to complete all removal of spoil by July 31, 2013.

At the time of writing this memo, the City Attorney is reviewing minor changes requested by the dredging contractor. Because this is a time sensitive agreement, I would request that the City Council approve the agreement with any changes as recommended by the City Attorney.

Staff Recommendation:

Approve the Site Use Agreement with Gro America, LLC, with any changes as recommended by the City Attorney.

SITE USE AGREEMENT

This Site Use Agreement is made as of _____, 2013, between the City of South Haven, a Michigan municipal corporation of 539 Phoenix Street, South Haven, MI 49090 (the "City"), and Gro America, LLC, a Michigan limited liability company of 612 North Ave., Grand Rapids, MI 49503 (the "Contractor").

RECITALS

- A. The Contractor has contracts to dredge portions of the Black River near marinas in the City and has obtained the necessary dredging permits from the State of Michigan.
- B. The Contractor needs a site to offload and temporarily store dredge spoils until they are ready for transport and disposal and seeks to use the City's "Electric Barn" site located at 625 Dunkley Avenue in the City as generally depicted on the attached **Exhibit A** (the "Site").
- C. The City is amenable to the Contractor's use of the Site under the following terms and conditions.

TERMS AND CONDITIONS

In exchange for the consideration ~~in and~~ referred to ~~by in~~ this Agreement, the parties agree as follows:

1. Use of Site. The Contractor may use the Site to offload and drain dredge spoils that are contained in porous bags from various dredging projects at marinas on the Black River in the City. The Contractor may, using a hydraulic pump system, pump dredge spoils from its various projects to the Site and directly into porous dewatering bags. The Contractor shall prevent the intermingling of dredge spoils and the ground at the Site, and shall ensure that the water will runoff to the adjacent creek and back into the Black River. The Contractor shall comply with all applicable laws, rules, and regulations for handling dredge spoils, including those applicable to the extent there may be environmental contamination in the dredging water or dredge spoils.

2. Site Condition, Indemnification.

- (a) The City has no knowledge that the Site is a "facility" under Part 201 ("Part 201") of Michigan's Natural Resources Environmental Protection Act, 1994 PA 451, as amended ("NREPA"), MCL 324.20101 *et seq.*, or is environmentally contaminated. Neither party currently believes that the dredge spoils or the river water will contain any hazardous substances or materials at levels making the dredge spoils or river water subject to regulation under Part 201 or any other provisions of the NREPA. The City makes no representations ~~and disclaims any and disclaims any~~ warranties concerning the condition of the Site or its suitability for any use or purpose, including without limitation the presence or absence of hazardous substances or materials or its suitability for the use(s) the Contractor is making of the Site under this Agreement.

- (b) If the Contractor should believe or have reason to believe that the dredge spoils or river water are contaminated, the Contractor shall (i) notify the City as soon as practicable thereafter, and (ii) comply with all applicable environmental laws, rules, and regulations and with all applicable permit requirements. The Contractor shall hold the City (defined for this paragraph to include the City's officers and employees) harmless from, indemnify it for, and defend it against any civil or administrative claim, demand, cause of action, award, judgment or order resulting from any violation of environmental laws related to the handling and disposal of the dredge spoils and river water and from any contamination of the site that results from the contractor's actions after the contractor knew or should have known the dredge spoils or river water are contaminated.

- (c) The Contractor shall provide to the City copies of all of its MDEQ--issued dredging permits, and any other permits, approvals, notices, reports or other documents filed with or received from the MDEQ or any other governmental agency or official that relate to the Contractor's use of or activities on the Site.

3. Payment. The Contractor will pay to the City \$25.00 per day for each day it uses the Site. Payment shall be made within 10 days after the Contractor's last use of the Site.

4. Insurance. The Contractor shall obtain and maintain commercial general liability insurance with limits of not less than \$1,000,000.00 dollars per occurrence and \$3,000,000.00 dollars in the aggregate. All policies shall name the City (including its officers and employees) as an additional insured and certificate holder. The Contractor shall provide to the City copies of certificates of insurance showing the coverage to be in place, that the premiums are fully paid, and that coverage cannot be terminated or modified except after 30 days prior written notice to the City. Upon request, the Contractor shall provide the City with copies of the policies of insurance and all endorsements.

5. Term and Termination. This Agreement takes effect as of the date first written above and use of the Site shall terminate not later than July 31, 2013. The Contractor's obligations to the City under paragraph 2 of this Agreement shall continue indefinitely until any applicable statutes of limitation or repose are effective.

6. Miscellaneous. This Agreement was made in Van Buren County, Michigan. The jurisdiction and venue for any action brought pursuant to or to enforce any provision of this Agreement shall be solely in the state courts in Van Buren County, Michigan. This is the entire agreement between the parties regarding its subject matter. There are no prior or contemporaneous agreements. It may not be modified or amended except in writing, signed by the parties. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation. This Agreement shall be construed as though it was mutually drafted.

The parties have signed this Agreement as of the date first above written.

CITY OF SOUTH HAVEN

GRO AMERICA, LLC

By: _____
Robert Burr, Mayor

By: _____
* _____
Its: _____

By: _____
Amanda Morgan, Clerk

Date signed: _____, 2013

Date signed: _____, 2013

Exhibit A
Depiction of the Site

95 West Main Street
Benton Harbor, MI 49022
T 269.927.2295
F 269.927.1017

Manistee, MI
South Haven, MI
South Bend, IN
Portage, IN

ATTACHMENT A

SUBJECT PARCEL #80-53-780-006-00:

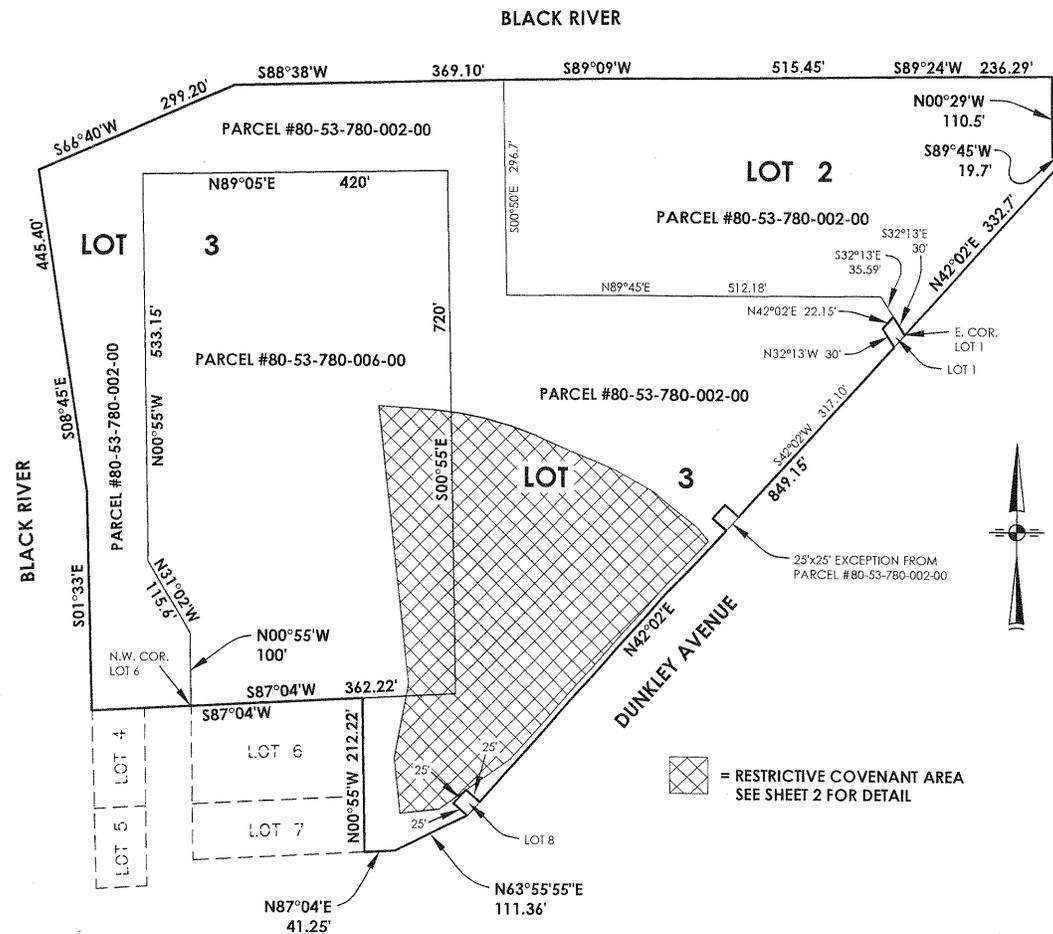
THAT PART OF LOT 3, ASSESSOR'S REPLAT OF BLOCK 18 AND PARTS OF BLOCKS 6, 17 AND 19 OF HALE CONGER & COMPANY'S ADDITION TO THE VILLAGE (NOW CITY) OF SOUTH HAVEN ACCORDING TO THE RECORDED PLAT AS RECORDED IN LIBER 3 OF PLATS ON PAGE 92, VAN BUREN COUNTY RECORDS, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF LOT 6, SAID PLAT; THENCE NORTH 00° 55' WEST, 100 FEET; THENCE NORTH 31° 02' WEST, 115.6 FEET; THENCE NORTH 00° 55' WEST, 533.15 FEET; THENCE NORTH 89° 05' EAST, 420 FEET; THENCE SOUTH 00° 55' EAST, 720 FEET; THENCE SOUTH 87° 04' WEST, 362.22 FEET TO THE POINT OF BEGINNING.

SUBJECT PARCEL #80-53-780-002-00:

LOTS 2 AND 3, ASSESSOR'S REPLAT OF BLOCK 18 AND PARTS OF BLOCKS 6, 17 AND 19 OF HALE CONGER & COMPANY'S ADDITION TO THE VILLAGE (NOW CITY) OF SOUTH HAVEN ACCORDING TO THE RECORDED PLAT AS RECORDED IN LIBER 3 OF PLATS ON PAGE 92, VAN BUREN COUNTY RECORDS.

EXCEPTING THEREFROM THAT PART OF SAID LOT 3 DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF LOT 6, SAID PLAT; THENCE NORTH 00° 55' WEST 100 FEET; THENCE NORTH 31° 02' WEST 115.6 FEET; THENCE NORTH 00° 55' WEST 533.15 FEET; THENCE NORTH 89° 05' EAST 420 FEET; THENCE SOUTH 00° 55' EAST 720 FEET; THENCE SOUTH 87° 04' WEST 362.22 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PART OF SAID LOT 3 DESCRIBED AS COMMENCING AT THE EAST CORNER OF LOT 1, SAID PLAT; THENCE SOUTH 42° 02' WEST, 339.35 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47° 58' WEST, 25 FEET; THENCE SOUTH 42° 02' WEST, 25 FEET; THENCE SOUTH 47° 58' EAST, 25 FEET; THENCE NORTH 42° 02' EAST, 25 FEET TO THE POINT OF BEGINNING.



E:\CIVIL_3DENVAL_2013\13-0003 625 DUNKLEY AVENUE\13-0003 RC SKETCH.dwg, 8:54:14 AM, 3/6/2013 2:13:38 PM, mrcmbking, 1:1

PREPARED FOR: CITY OF SOUTH HAVEN SPOILS DISPOSAL SITE SUBJECT PARCEL SKETCH	DRAWN BY: MGR	LOTS 2 AND 3 ASSESSOR'S REPLAT OF
	APPROVED BY: MGR	BLK. 18 AND PT. OF BLKS. 6, 17 AND 19
	DATE: MARCH 6, 2013	HALE CONGER & CO. ADDITION
	SCALE: 1" = 200'	SHEET 1 OF 2